

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

STEVEN WEISS,)	
)	
Plaintiff,)	
)	Case No. 1:23-cv-03785
v.)	
)	Hon. LaShonda A. Hunt
ROANOKE INSURANCE GROUP INC., &)	
MUNICH RE SPECIALTY GROUP)	Magistrate Judge M. David Weisman
INSURANCE SERVICES, INC.,)	
)	
Defendants.)	

DEFENDANTS' RULE 12(b)(6) MOTION TO DISMISS COUNT II

Defendants, ROANOKE INSURANCE GROUP INC. and MUNICH RE SPECIALTY GROUP INSURANCE SERVICES, INC., by and through their attorneys and pursuant to Federal Rule of Civil Procedure 12(b)(6), hereby move to dismiss Count II of the Complaint. In support hereof, Defendants state as follows:

1. Plaintiff Steven Weiss is a former employee of Defendant Roanoke, Inc. ("Roanoke"). As a Roanoke employee, Weiss signed an employment agreement when Roanoke hired him in early 2018. ECF 1, Compl. ¶ 7. The Complaint concerns the agreement's enforceability and its post-employment restrictive covenants. *Id.* ¶¶ 1, 14.

2. Count II of the Complaint purports to assert a claim under the Illinois Deceptive Business Practices Act ("IDBPA"), claiming that Defendants violated the IDBPA and that he is due injunctive relief regarding his employment agreement, compensatory damages, attorneys' fees, and costs. ECF 1, Compl. ¶ 22.

3. There is no IDBPA in Illinois. There is, however, an Illinois Consumer Fraud and Deceptive Business Practices Act, more commonly known as the ICFA. 815 ILCS 505/1 *et. seq.*

However, Count II fails to state a claim under the ICFA because Plaintiff is not a consumer vis-à-vis Defendants, and private employment agreements are not governed by consumer protection statutes. As a result, the Court must dismiss Count II of the Complaint under Federal Rule of Civil Procedure 12(b)(6), for failure to state a claim upon which relief can be granted.

4. For a further exposition of the grounds for this motion, Defendants refer the Court to their supporting memorandum filed contemporaneously herewith.

5. The parties have agreed that Plaintiff will have until September 27, 2023 to respond to this motion, and Defendants until October 11, 2023 to rely.

WHEREFORE, for all the forgoing reasons, Defendants respectfully request that the Court dismiss Count II of the Complaint for failure to state a claim upon which relief can be granted.

ROANOKE INSURANCE GROUP INC., &
MUNICH RE SPECIALTY GROUP
INSURANCE SERVICES, INC.

By: /s/ Carol A. Poplawski
One of Their Attorneys

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on August 28, 2023 the foregoing ***Defendants' Rule (12)(b)(6) Motion to Dismiss Count II*** was filed electronically with the Clerk of Court using the ECF system, which sent notification of such filing to:

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